



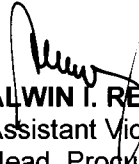
**SUPPLEMENTAL/BID BULLETIN NO. 1
For LBP-HOBAC-ITB-GS-20190304-02**

PROJECT : Lot 2 - 20,000 Pieces LANDBANK Institutional Polo Shirt
IMPLEMENTOR : Procurement Department
DATE : April 4, 2019

This Supplemental/Bid Bulletin is issued to modify, amend and/or clarify certain items in the Bid Documents. This shall form an integral part of the Bid Documents.

Modifications, amendments and/or clarifications:

- The Terms of Reference (Annex Sections IV.17.3 of the General Conditions of the Contract, VI (Schedule of Requirements), VII (Specifications) and Checklist of the Bidding Documents (Item Nos. 5 & 6) have been revised. Please see attached revised specific sections of the Bidding Documents.


ALWIN I. REYES, CSSP
Assistant Vice President
Head, Procurement Department and
HOBAC Secretariat

a timely manner, of the identity of any representatives retained for these purposes.

- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least **one percent (1%)** of every progress payment, or a special bank guarantee equivalent to at least

one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the **GCC Clause 17.4**, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC Clause 22**, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC Clause 22**, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC Clause 19**, unless an extension of time is agreed upon pursuant to **GCC Clause 29** without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC Clauses 18 and 22**, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of **one-tenth (1/10) of one (1) percent** of the cost of the unperformed portion for every day of delay

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is LAND BANK OF THE PHILIPPINES (LANDBANK).
1.1(i)	The Supplier is _____.
1.1(j)	The Funding Source is: The Government of the Philippines (GOP) through LANDBANK's Corporate Budget for the contract approved by the Board of Directors for 2019 in the total amount of Thirty Eight Million Seven Hundred Six Thousand Nine Hundred Thirty One Pesos Only (P38,706,931.00).
1.1(k)	The Project Site is indicated in Section VI, Schedule of Requirements
5.1	<p>The Procuring Entity's address for Notices is:</p> <p style="padding-left: 40px;">Procurement Department Land Bank of the Philippines 25th Floor, LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets 1004 Malate, Manila Telephone (+632) 522-0000 or 5512200 local 7370 Fax (02) 528-8587 Email lbphobac@mail.landbank.com</p> <p>The Supplier's address for Notices is:</p>
6.2	<p>Delivery and Documents –</p> <p>The delivery terms applicable to this Contract are delivered to Corporate Affairs Department, LANDBANK Plaza Building, Malate, Manila as per Purchase Order/Contract. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.</p> <p>Upon the delivery of the Goods to Corporate Affairs Department, LANDBANK Plaza Building, Malate, Manila, the Supplier shall notify LANDBANK Procurement Department and present the following documents:</p>

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (iii) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (iv) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and

For purposes of this Clause, the LANDBANK's Representative at the Project Site shall be the First Vice President of the Corporate Affairs Department (CAD) where the Goods are to be delivered.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

Transportation –

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

The Procuring Entity accepts no liability for the damage of Goods during transit. Risk and title to the Goods will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Patent Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

10.0	Payment shall be through direct credit to the bidder's deposit account with LANDBANK. Bidders are required to maintain a deposit account with LANDBANK's Cash Department or any of its Branches.
13.4(c)	Expiration of performance security should be six (6) months after the last date of delivery/end of contract for staggered deliveries, multi-year contracts and for contracts with adjustment in implementation date, whichever is applicable. In any case, the winning bidder shall cause the extension of the validity of its performance security at no cost to LANDBANK.
16.1	The Goods may be inspected by the LANDBANK's authorized representatives at the Supplier's showroom/ plant/production area and/or in the project site.
17.3	Warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least three percent (3%) of every progress payment, or a special bank guarantee equivalent to at least three percent (3%) of the total Contract Price.
17.4	No further instructions.
21.1	If the bidder is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Lot No.	Item Description	Qty.	Delivery Period & Destination	
1	LANDBANK Round Neck T- Shirt	292,089 pcs.	TIMETABLE	ACTIVITY
			<u>1st Partial Delivery:</u> Sept. 1 - 15, 2019	Breakdown: Mindanao: 38,500 pcs (full)
			<u>2nd Partial Delivery:</u> Sept. 16 - 30, 2019	Visayas: 33,000 pcs (full) Southern Luzon: 38,500 pcs (partial)
			<u>3rd Partial Delivery:</u> Oct. 1 - 15, 2019	Central Luzon: 16,500 pcs (full) Northern Luzon: 22,000 pcs (full) NCR: 22,000 pcs (full)
			<u>4th Partial Delivery:</u> Oct. 16 - 31, 2019	NCR: 22,000 pcs (full) 32/F, CAD, LANDBANK Plaza Building, Malate, Manila 27,500 pcs (partial)
			<u>5th Partial Delivery:</u> Nov. 1 - 15, 2019	32/F, CAD, LANDBANK Plaza Building, Malate, Manila: 49,500 pcs
			<u>7th Partial Delivery:</u> Jan. 16 - 31, 2020	32/F, CAD, LANDBANK Plaza Building, Malate, Manila: 22,589 pcs
			Total	292,089 pcs
<p>Contact Person: FVP Catherine Rowena B. Villanueva Corporate Affairs Department</p> <p>Contact Number: 405-7374; 551-2200 locals: 8451, 2686</p> <p><u>NOTES:</u></p> <ol style="list-style-type: none"> CAD will inspect the t-shirts at the winning bidder's warehouse. Winning bidder should notify CAD at least three (3) working days prior to the schedule of inspection. After inspection, the t-shirts should be delivered to the warehouse of the Bank's official courier or designated Bank units within the delivery period indicated in the timetable. Random inspection will be subject to another Philippine Textile Research Institute testing at the expense of the Bank. The t-shirts should be individually folded and packed in 10's per transparent plastic and 10 packs per huge transparent plastic bag. Any additional packaging to be prescribed by the Bank's official courier should also be applied. The corresponding cost should be shouldered by the winning bidder. CAD (c/o Ms. Darlene) will provide the schedule of delivery. Manner of delivery as follows: <ul style="list-style-type: none"> For Mindanao, Visayas and field units located in island provinces such as 				

			<p>Basco Branch, Brooke's Point Branch, Coron Branch, Masbate Branch, Virac Branch, etc., the winning bidder will deliver the t-shirts to the warehouse of the Bank's official courier.</p> <ul style="list-style-type: none"> • CAD will advise the winning bidder which field units in Southern Luzon will pick-up from the winning bidder's warehouse and which will be sent thru the Bank's official courier. • Northern and Central Luzon field units will pick-up their allocations from the winning bidder's warehouse. • For NCR field units, the winning bidder will deliver individually to the branches/EOs. • For head office based units, the winning bidder will deliver at the 32nd floor, CAD or other designated floors.
2	LANDBANK Institutional Polo Shirt	20,000 pcs.	<p>Delivery Period: On or before January 30, 2020 – 20,000 pcs.</p> <p>Delivery Site: 32nd Floor, Corporate Affairs Department, LANDBANK Plaza Building, Malate. Manila</p> <p>Contact Person: FVP Catherine Rowena B. Villanueva Corporate Affairs Department</p> <p>Contact Number: 405-7374; 551-2200 locals: 8451, 2686</p>

Conforme:




Name of Bidder

Signature Over Printed Name of Authorized Representative

Position

Section VII. Specifications

Lot No.	Specifications	Statement of Compliance
1	<p style="text-align: center;">Supply and Delivery of 292,089 Pieces LANDBANK Round Neck T-Shirt</p> <p><u>Specifications:</u></p> <p>Material : CVC Comb Cotton 57-63% cotton; 37-43% poly 19-21 counts 42-46 spi</p> <p>Make : Round neck white t-shirt with ¾" – 1" neck rib double edge sewing at the hemline and sleeves</p> <p>Size : Large – 21" x 29" (20" x 28" tolerance) Medium – 20" x 28" (19" x 27" tolerance)</p> <p>Sleeves : Large – 8 1/2" with 1" folded hem Medium – 8 ¼" with 1" folded hem</p> <p>Neck back width : 7"</p> <p>Neck drop : 3 ½"</p> <p>Printing : Front – five colors (light green, dark green, gold, blue, light brown) Back – four colors (light green, dark green, gold, blue)</p> <p>Quantity : 292,089 pieces (146,045 pcs. – large, 146,044 pcs.- medium)</p> <p>Packaging : 10 pieces per plastic pack (individually folded) 10 packs per huge transparent plastic bag</p>	<p style="text-align: center;">Statement of Compliance</p> <p style="text-align: center;">Bidders must state below either "Comply" or "Not Comply" against each of the individual parameters of each specification.</p> <p>Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii)</p> <p style="text-align: center;">Please state here either "Comply" or "Not Comply"</p>

	<p>Pantones</p> <p> 355C 1) LANDBANK Logo (Front), 2) LANDBANK Website, "WE HELP YOU GROW" and LANDBANK Tagline (Back) 3) Green Wave Design (Front and Back)</p> <p> 130C 1) LANDBANK Logo (Front), "WE HELP YOU GROW" (Back)</p> <p> 660C 1) Piping of the green wave design (Front and Back)</p> <p>Light Green (C- 49, M-1, Y-90, K-0 OR #qac462) 1) Green Wave Design (Front and Back)</p> <p>Light Brown (C-7, M-41, Y-98, K-0 OR #dfa343) 1) Rice Stalks (Front Only)</p>	
<p>2</p>	<p>Supply and Delivery of 20,000 Pieces LANDBANK Institutional Polo Shirt</p> <p><u>Specifications:</u></p> <p>Material : 24 counts CVC lacoste pique (honeycomb cotton) Cotton: Polyester should be 60:40</p> <p>Make : Front – Green with gold and black combination cut and sew polo shirt Back – Green Side Placket: Width: 1-1/4" Length: 5" Double edge swing at the hemline: 3/4" to 1" – size of folded hem</p> <p>Size : XS – 18" x 26" (+/-0.5" on length and width tolerance) S – 19" x 27" (+/0.5" on length and width tolerance) M – 19" x 27" (+/0.5" on length and width tolerance) L – 21" x 29" (+/0.5" on length and width tolerance) XL – 22" x 30" (+/0.5" on length and width tolerance) XXL – 23" x 31" (+/0.5" on length and width tolerance) 3XL – 24" x 32" (+/0.5" on length and width tolerance) 4XL – 25" x 33" (+/0.5" on length and width tolerance)</p> <p>Sleeves : Upper length: Without cuffs – 8" With cuffs – 9" Lower length: Without cuffs – 8" With cuffs – 9" Opening: 6" (depending on the polo shirt size) 1" knitted cuffs 10.5 armhole (depending on the polo shirt size)</p> <p>Collar : Knitted collar Length – 16.5" to 17" (depending on the polo shirt size) Width – 3"</p>	

Printing	:	Front – 3 colors (LBP logo – green, gold and white); embroidery; 3-1/4" length Back – 2 colors (LBP tagline – white and gold; rubber print; 11.5" length	
Packaging	:	10 pieces per plastic pack (individually folded) 10 pieces per huge transparent plastic bag	

The bidder with the Lowest Calculated Bid is required to submit an actual sample of the offered institutional polo shirt and PTRI testing result within seven (7) calendar days after the opening of bids for evaluation/approval.

Conforme:

Name of Bidder

Signature Over Printed Name of
Authorized Representative

Position

Checklist of Bidding Documents for Procurement of Goods and Services

Documents should be arranged as per this Checklist. Kindly provide folders or guides, dividers and ear tags with appropriate labels.

First Envelope - Eligibility and Technical Components

- **The First Envelope shall contain the following:**

- **Eligibility Documents – Class “A”**

Legal Eligibility Documents

1. PhilGEPS Certificate of Registration under Platinum Membership (all documents enumerated in its Annex A must be updated); or all of the following:
 - Registration Certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives, or any proof of such registration as stated in the Bidding Documents;
 - Valid and current mayor's/business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or equivalent document for Exclusive Economic Zones or Areas; and
 - Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.

Technical Eligibility Documents

2. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the last five (5) years from the date of submission and receipt of bids. The statement shall include all information required in the sample form (Form No. 3).
3. Statement of the prospective bidder identifying its single largest completed contract similar to the contract to be bid, equivalent to at least twenty five percent (25%) of the ABC supported with contract/purchase order, end-user's acceptance or official receipt(s) issued for the contract, within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the sample form (Form No. 4).
4. Bid security in the prescribed form, amount and validity period (ITB Clause 18.1 of the Bid Data Sheet).
5. **Revised Section VI - Schedule of Requirements with signature of bidder's authorized representative.**
6. **Revised Section VII - Specifications with response on compliance and signature of bidder's authorized representative.**
7. Duly notarized Omnibus Sworn Statement (sample form - Form No.6).

Revised 04.04.19

8. Duly notarized Secretary's Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture (sample form - Form No. 7).

Financial Eligibility Documents

9. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
10. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank.

○ **Eligibility Documents – Class "B"**

11. Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit its legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.

○ **Post-Qualification Documents – (Non-submission of the following documents may result in bidder's post-disqualification):**

12. Business Tax Returns per Revenue Regulations 3-2005 (BIR No. 2550 Q) VAT or Percentage Tax Returns for the last two (2) quarters filed manually or through EFPS.
13. Income Tax Return for 2017 filed manually or through EFPS.

Second Envelope – Financial Component

● **The Second Envelope shall contain the following:**

1. Duly filled out Bid Form signed by the bidder's authorized representative (sample form - Form No.1)
2. Duly filled out Schedule of Prices signed by the bidder's authorized representative (sample form - Form No.2)

Institutional Polo Shirt 2019

Specifications:

- Quantity : 20,000 pieces
- Material : **24 counts CVC lacoste pique (honeycomb cotton)**
Cotton:Polyester should be 60:40
- Make : front – green with gold and black combination cut and sew polo shirt
back – green
side placket – 1-1/4" width; 5" length
double edge sewing at the hemline (3/4" to 1" – size of folded hem)
- Size : XS – 18" x 26" (+/- 0.5" on length and width tolerance)
S – 19" x 27" (+/- 0.5" on length and width tolerance)
M – 20" x 28" (+/- 0.5" on length and width tolerance)
L – 21" x 29" (+/- 0.5" on length and width tolerance)
XL – 22" x 30" (+/- 0.5" on length and width tolerance)
XXL – 23" x 31" (+/- 0.5" on length and width tolerance)
3XL – 24" x 32" (+/- 0.5" on length and width tolerance)
4XL – 25" x 33" (+/- 0.5" on length and width tolerance)
- Sleeves : upper length – without cuffs – 8"; with cuffs – 9"
lower length – without cuffs – 3"; with cuffs – 4"
opening – 6" (Depending on the polo shirt size)
1" knitted cuffs
10.5" armhole (Depending on the polo shirt size)
- Collar : knitted collar
length – 16.5" to 17" (Depending on the polo shirt size)
width – 3"
- Printing : front – 3 colors (LBP logo – green, gold and white); embroidery;
3-1/4" length
back – 2 colors (LBP tagline – white and gold); rubber print;
11.5" length
- Packaging : 10 pieces per plastic pack (individually folded)
10 packs per huge transparent plastic bag
- Delivery : **20,000 pcs. – January 30, 2020**

Note:

The lowest calculated bidder shall submit a sample shirt and PTRI testing results of the material within seven calendar (7) days after receipt of Notice of the Lowest Calculated Bid.